



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

February 8, 2006

CONTRACT TITLE: Records Shredding and Disposal Services

CURRENT CONTRACT PERIOD: 1/1/06 through 12/31/06

BUYER INFORMATION: John Hall
573-522-1620
john.hall@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	1/1/05 - 12/31/05	12/31/07

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS NOT MANDATORY.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C304164001	4318302640 0	Brown Germann Enterprises dba Shred-it 4801 Park 370 Boulevard Hazelwood MO 63042 Phone (314) 995-9099 Fax (314) 995-9901 E-mail Jgermann@shredit.com	N	Y
Counties Awarded Macon, Madison, St. Charles.				

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C304164002	4317207920 0	Secure Shred, Inc. 1026 E. Lakewood St Springfield MO 65810 Phone (417) 885-1101 Fax (417) 886-3116 E-mail Eric@secure-shred.net	N	Y
<u>Counties Awarded</u> Barry, Barton, Christian, Dent, Douglas, Howell, Jasper, McDonald, Newton, Ozark, Stone, Taney, Texas, Vernon, Wright				
C304164003	2006646790 0	Advanced DataGuard Shredding LLC P O Box 383 Cape Girardeau MO 63702 Phone (573) 651-1868 Fax N/A E-mail craig@advancedshredding.com	N	Y
<u>Counties Awarded</u> Bollinger, Butler, Cape Girardeau, Perry, Scott				
C304164004	9121723860 0	Shred Plus Inc 779 Enterprise Rd Cape Girardeau MO 63703 Phone (573) 334-4844 Fax (573) 334-4844 E-mail mike@shredplus.com	N	Y
<u>Counties Awarded</u> Carter, Dunklin, Iron, Mississippi, New Madrid, Oregon, Pemiscot, Reynolds, Ripley, Shannon, Stoddard, Wayne.				
C304164005	4811976420 0	Shred-it 10900 Lackman Road Lenexa KS 66219 Phone (913) 307-9400 Fax (913) 307-9401 E-mail dfoster@shredit.com	N	N
<u>Counties Awarded</u> Andrew, Bates, Buchanan, Cedar, Dade, Lawrence.				

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C304164006	4317276290 0	Shred-Pro LLC 11170 Dorsett Rd St. Louis MO 63043 Phone (314) 436-5252 Fax (314) 890-9985 E-mail tboze@shredpro.com	N	Y
<u>Counties Awarded</u> Adair, Atchison, Audrain, Benton, Boone, Caldwell, Callaway, Camden, Carrol, Cass, Chariton, Clark, Clay, Clinton, Cole, Cooper, Crawford, Dallas, Daviess, Dekalb, Franklin, Gasconade, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Jefferson, Johnson, Knox, Laclede, Lafayette, Lewis, Lincoln, Linn, Livingston, Maries, Marion, Mercer, Miller, Moniteau, Monroe, Montgomery, Morgan, Nodaway, Osage, Pettis, Phelps, Pike, Platte, Polk, Pulaski, Putman, Ralls, Randolph, Ray, Saline, Schuyler, Scotland, Shelby, St. Clair, St. Francois, St. Louis County, St. Louis City, Ste. Genevieve, Sullivan, Warren, Washington, Webster, Worth.				

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/1/06-12/31/06	02/08/06	Renewal and Changed address for Brown Germann Enterprises dba Shred-it (C304164001) and changed address for Shred It (C304164005)
1/1/05-12/31/05	09/12/05	Changed the Buyer Information on page 1 of this Statewide Notice.
1/1/05-12/31/05	1/25/05	St. Charles County of pricing correction for Brown Germann Enterprises dba Shred-it.
1/1/05 - 12/31/05	1/07/05	Initial issuance of new statewide contract

The Division of Purchasing and Materials Management has awarded Contracts C304164001-006 in accordance with the following requirements:

1.1 General Requirements:

- 1.1.1 The contractor shall provide records shredding and disposal services for any agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
 - a. The contractor shall shred and dispose of records which shall include, but not necessarily be limited to, any or all of those items listed on Attachment 1. For purposes of this document, the term “*records*” shall be used to define those items to be shredded.
- 1.1.2 The contractor shall perform shredding and records disposal services for those counties awarded. Attachment #2 to this document includes a listing by county of the contractor awarded.
- 1.1.3 The contractor shall perform all services during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A list of 2004 State Holidays can be obtained from the following Internet website: <http://www.missouri.gov/mo/moholidays.htm>
- 1.1.4 The contractor shall perform all services to the sole satisfaction of the state agency as specified herein.
- 1.1.5 The contractor shall understand that the state agency or designee shall, at any time throughout the contract, accompany the contractor during any collection, hauling, weighing, or shredding process being conducted by the contractor. The contractor shall not restrict or in any way limit the state agency’s right or ability to oversee any and all services provided by the contractor.
- 1.1.6 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.
- 1.1.7 The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency.
 - a. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.

1.2 Performance Requirements:

- 1.2.1 The contractor shall perform shredding services on-site at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis as mutually agreed upon between the contractor and each applicable state agency.
- 1.2.2 The contractor shall provide the shredding services by no later than five (5) working days after a request for service is made, or by the date mutually agreed upon between the state agency and the contractor. State agencies shall request services by telephone, fax, or other method as agreed upon between the contractor and each state agency.
- 1.2.3 The contractor shall collect all records from an identified location, weigh all records using a certified scale, shred completely, and provide the state agency with a Certificate of Destruction and weigh ticket. At a minimum, the Certificate of Destruction must include the name and address of the state agency facility, date of service, description and weight of records shredded, service representative name, and truck number.
 - a. The contractor shall shred all records to a maximum size of no greater than particles one square inch. However, if requested by the state agency and if the contractor is capable (as specified in Exhibit B), the contractor shall shred records to a maximum size of 5/16”.

- b. The contractor shall clean up the immediate shredding area and ensure that all loose material particles are collected and removed each time shredding services are performed.
- 1.2.4 In most cases, records to be shredded will be in boxes in a locked storage area at the state agency building. Therefore the contractor, with accompaniment by a state agency designee, shall transport the records on carts or other method from each storage area to the contractor's truck on-site. The contractor shall load and unload all records without assistance from state agency personnel.
 - a. The contractor shall handle and transport all records in covered containers to insure that no record is lost or mislaid en route.
 - b. If requested, the contractor shall remove and/or dispose of all cardboard boxes that were used to contain the records. The contractor is encouraged to reuse or recycle all cardboard boxes.
- 1.2.5 The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection of records on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with each state agency and designee in seeking and obtaining the arrangements and methods of collection.
- 1.2.6 If requested by the state agency, the contractor shall supply locked security containers for the collection of records in the size(s) and quantity specified by the applicable state agency. The contractor shall provide all containers free of charge.
 - a. Each container shall have a drop-slot and a key-locked dead bolt. The contractor shall place each container in the location requested by the state agency, provided that placement is in accordance with applicable fire codes.
 - b. The contractor shall clearly mark containers for their intended use.
 - c. The contractor shall not limit the number of containers at any particular state agency site. However, if containers are requested, the state agency estimates that approximately one (1) 40-45 gallon, or estimated size of 36"x 20"x 19.5", container may be required for every 25-30 employees. The state agency designee shall notify the contractor if it is determined that different sizes or additional containers are required. The contractor shall coordinate and work in good faith with each state agency and designee in determining the number and size of containers required.
 - d. The contractor shall retain ownership of the containers. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the contractor
- 1.2.7 Confidentiality: Due to the sensitivity of the records being shredded, the contractor shall not disclose any information obtained from the records in the event the contractor observes any such records during the course of pick up and shredding. Furthermore, to the extent the contractor may have access to any report, tax return or other information received by a state agency in connection with the administration of the tax laws of the State, the contractor specifically shall comply with the Missouri Revised Statutes, Section 32.057. Any person making unlawful disclosure of information in violation of such section shall, upon conviction, be guilty of a class D felony. Therefore, as the need for confidentiality dictates, the contractor shall agree and understand that either of the following may be required, however the determination of what is required shall rest solely on the state agency designee.
 - a. The state agency designee shall witness the destruction of the confidential records.
 - b. The contractor shall submit a letter to the applicable state agency office guaranteeing that the confidentiality of all such records were maintained from the time of collection until the records were shredded and that none of the records were read or copied by the contractor or contractor's personnel prior to such destruction.

- 1.2.8 The contractor's personnel assigned to perform services under the contract must, at all times, wear a photo ID badge and uniform which reflects the contractor's company name. In addition, the contractor's personnel shall sign in and out on a log provided by each state agency.
- a. The contractor shall sign a signature log each time services are required to attest that all confidential records have been shredded. The signature log should have the date, time, and location when shredding was completed and must also be countersigned by the state agency designee. The signature log must be maintained at each participating state agency and made available for federal/state audit purposes.
- 1.2.9 The contractor and each of the contractor's employees assigned to work with confidential records must have a security clearance approved by the state agency and sign a statement of confidentiality guaranteeing non disclosure of information in order to provide service under the contract.
- a. The contractor must obtain each of the required security clearances from the State Highway Patrol.
 - b. The confidentiality statement shall be designed, implemented, and maintained by the contractor.
- 1.2.10 If requested, the contractor shall replace any personnel with whom the state agency is not satisfied.
- 1.2.11 The contractor shall furnish all material, labor, vehicles, equipment, and supplies necessary to perform the services required herein.

1.3 Recycling Requirements:

- 1.3.1 The contractor shall recycle those shredded records that are recyclable and must submit a monthly report of all shredding services performed.
- a. The contractor shall submit the monthly report to the State Recycling Coordinator at the following address:

Office of Administration
Division of Purchasing and Materials Management
Attn: Recycling Coordinator
P.O. Box 809
Jefferson City, MO 65102
 - b. The monthly report must be submitted by no later than the 15th of the following month and must document the name and address of the state agency, date of service, description and weight of records shredded, and the actual number of pounds of all shredded records recycled during the month for each state agency. If the state agency is utilizing storage containers provided by the contractor, the contractor must also document the type, size, and number of containers utilized by each state agency.

1.3.2 As an incentive for the contractor to lower prices, the contractor may keep all funds received from the sale of recyclable records stated herein.

1.4 Invoicing and Payment Requirements:

- 1.4.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 1.4.2 Invoicing – The contractor shall submit an invoice by no later than the 15th day of the following month to each participating state agency for which services were provided during the month.
- a. Each invoice shall be itemized by date of service, number of pounds of records shredded, the applicable firm, fixed price per pound, and the total invoice amount.
 - 1) If the minimum charge is not met for shredding services, the contractor may invoice the minimum charge amount in accordance with the Pricing Page.
 - 2) The applicable firm, fixed price per pound shall be determined based upon the total weight of the shredded records.
- 1.4.3 Payments – For each trip to a state agency facility, the contractor shall be paid for each pound of records shredded records in accordance with the applicable firm, fixed price stated on the Pricing Page. In the event the total payment due the contractor is less than the applicable firm, fixed minimum charge stated on the Pricing Page, the contractor shall be paid the minimum charge instead of being paid based on the per pound price. However, if the total payment due the contractor is greater than the applicable firm, fixed minimum charge stated on the Pricing Page, the contractor's payment shall be based solely on the per pound price.
- a. Each state agency shall be solely responsible for payment for only those services requested by the state agency.
- 1.4.4 Other than the payments specified above, no other payments shall be made to the contractor.

1.5 Other Contractual Requirements:

- 1.5.1 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.5.2 Contract Period: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 1.5.3 **Renewal Periods:** If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 1.5.4 **Termination:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.5.5 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.5.6 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
- a. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.
- 1.5.7 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 1.5.8 Substitution of Personnel: The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 1.5.9 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.
- 1.5.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.5.11 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 1.5.12 Commercial Drivers License: The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 1.5.13 Cooperative Procurement Program: If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide Shredding and Records Disposal Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/C000-099/0670000360.HTM>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.6 Business Associate Provisions:

- 1.6.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all

regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 2) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- b. The contractor shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- c. The state agency and the contractor agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.
- d. For additional information, 45 CFR 160 and 45 CFR 164 can be downloaded from the Internet at the following Internet addresses. However, the most current requirements shall be those which are published in the Code of Federal Regulations.
 - 1) 45 CFR 160 can be downloaded at:
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr160_03.html
 - 2) 45 CFR 164 can be downloaded at
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html

1.6.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the state agency.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor’s business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.6.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.

- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- d. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- e. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- f. In order to meet the requirements under 45 CFR 164.524, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- g. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- h. By no later than five (5) calendar days after the contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the contractor shall notify the state agency's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The contractor shall also provide the state agency's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.6.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.

1.6.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall return to the state agency or shall destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.

- a. In the event the contractor determines and the state agency agrees that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6.6 Breach of Contract - In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

ATTACHMENT 1

White and Colored Paper and cardstock (All grades and colors), including, but not limited to:	<ul style="list-style-type: none"> • Copier paper • Computer Paper • Fax paper • Ledger paper • Card Stock • NCR forms (carbonless) • Road maps
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	<ul style="list-style-type: none"> • Regular 10# • Window • Kraft (brown) • White
Adding Machine Tape	
Post-it notes	
File Folders (Manilla)	
Copier paper (Ream) Wrappers	
Confidential materials	Boxed and marked as confidential
Newsprint Paper and Publications, including, but not limited to:	<ul style="list-style-type: none"> • Newspapers • City Telephone Books • State Telephone Books • MO. State Statute Books and Revisions
Books or Bound materials, regardless of quality of paper or type of binding	
Glossy and Coated Paper, including, but not limited to:	<ul style="list-style-type: none"> • Photographs • Blueprints • Magazines • Catalogs • Junk Mail • Sales Literature & brochures • Calendars • Publications
Non-paper items, including, but not limited to:	<ul style="list-style-type: none"> • Microfilm • Microfiche • X-Rays • Paper clips • Staples • Spiral and GBC (Plastic Comb) Bindings • Paper clips • Rubber bands

ATTACHMENT #2
SUMMARY OF CONTRACT AWARDS BY COUNTY

Line Item	County	Contractor
005	ADAIR COUNTY	SHRED-PRO
006	ANDREW COUNTY	SHRED-IT
007	ATCHISON COUNTY	SHRED-PRO
008	AUDRAIN COUNTY	SHRED-PRO
009	BARRY COUNTY	SECURE SHRED
010	BARTON COUNTY	SECURE SHRED
011	BATES COUNTY	SHRED-IT
012	BENTON COUNTY	SHRED-PRO
013	BOLLINGER COUNTY	ADVANCED DATAGUARD SHREDDING
014	BOONE COUNTY	SHRED-PRO
015	BUCHANAN COUNTY	SHRED-IT
016	BUTLER COUNTY	ADVANCED DATAGUARD SHREDDING
017	CALDWELL COUNTY	SHRED-PRO
018	CALLAWAY COUNTY	SHRED-PRO
019	CAMDEN COUNTY	SHRED-PRO
020	CAPE GIRARDEAU COUNTY	ADVANCED DATAGUARD SHREDDING
021	CARROLL COUNTY	SHRED-PRO
022	CARTER COUNTY	SHRED PLUS
023	CASS COUNTY	SHRED-PRO
024	CEDAR COUNTY	SHRED-IT
025	CHARITON COUNTY	SHRED-PRO
026	CHRISTIAN COUNTY	SECURE SHRED
027	CLARK COUNTY	SHRED-PRO
028	CLAY COUNTY	SHRED-PRO

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
029	CLINTON COUNTY	SHRED-PRO
030	COLE COUNTY	SHRED-PRO
031	COOPER COUNTY	SHRED-PRO
032	CRAWFORD COUNTY	SHRED-PRO
033	DADE COUNTY	SHRED-IT
034	DALLAS COUNTY	SHRED-PRO
035	DAVISS COUNTY	SHRED-PRO
036	DEKALB COUNTY	SHRED-PRO
037	DENT COUNTY	SECURE SHRED
038	DOUGLAS COUNTY	SECURE SHRED
039	DUNKLIN COUNTY	SHRED PLUS
040	FRANKLIN COUNTY	SHRED-PRO
041	GASCONADE COUNTY	SHRED-PRO
042	GENTRY COUNTY	SHRED-PRO
043	GREENE COUNTY	SHRED-PRO
044	GRUNDY COUNTY	SHRED-PRO
045	HARRISON COUNTY	SHRED-PRO
046	HENRY COUNTY	SHRED-PRO
047	HICKORY COUNTY	SHRED-PRO
048	HOLT COUNTY	SHRED-PRO
049	HOWARD COUNTY	SHRED-PRO
050	HOWELL COUNTY	SECURE SHRED
051	IRON COUNTY	SHRED PLUS
052	JACKSON COUNTY	SHRED-PRO
053	JASPER COUNTY	SECURE SHRED

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
054	JEFFERSON COUNTY	SHRED-PRO
055	JOHNSON COUNTY	SHRED-PRO
056	KNOX COUNTY	SHRED-PRO
057	LACLEDE COUNTY	SHRED-PRO
058	LAFAYETTE COUNTY	SHRED-PRO
059	LAWRENCE COUNTY	SHRED-IT
060	LEWIS COUNTY	SHRED-PRO
061	LINCOLN COUNTY	SHRED-PRO
062	LINN COUNTY	SHRED-PRO
063	LIVINGSTON COUNTY	SHRED-PRO
064	MACON COUNTY	BROWN GERMANN ENTERPRISES DBA SHRED-IT
065	MADISON COUNTY	BROWN GERMANN ENTERPRISES DBA SHRED-IT
066	MARIES COUNTY	SHRED-PRO
067	MARION COUNTY	SHRED-PRO
068	MCDONALD COUNTY	SECURE SHRED
069	MERCER COUNTY	SHRED-PRO
070	MILLER COUNTY	SHRED-PRO
071	MISSISSIPPI COUNTY	SHRED PLUS
072	MONITEAU COUNTY	SHRED-PRO
073	MONROE COUNTY	SHRED-PRO
074	MONTGOMERY COUNTY	SHRED-PRO
075	MORGAN COUNTY	SHRED-PRO
076	NEW MADRID COUNTY	SHRED PLUS
077	NEWTON COUNTY	SECURE SHRED
078	NODAWAY COUNTY	SHRED-PRO

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
079	OREGON COUNTY	SHRED PLUS
080	OSAGE COUNTY	SHRED-PRO
081	OZARK COUNTY	SECURE SHRED
082	PEMISCOT COUNTY	SHRED PLUS
083	PERRY COUNTY	ADVANCED DATAGUARD SHREDDING
084	PETTIS COUNTY	SHRED-PRO
085	PHELPS COUNTY	SHRED-PRO
086	PIKE COUNTY	SHRED-PRO
087	PLATTE COUNTY	SHRED-PRO
088	POLK COUNTY	SHRED-PRO
089	PULASKI COUNTY	SHRED-PRO
090	PUTNAM COUNTY	SHRED-PRO
091	RALLS COUNTY	SHRED-PRO
092	RANDOLPH COUNTY	SHRED-PRO
093	RAY COUNTY	SHRED-PRO
094	REYNOLDS COUNTY	SHRED PLUS
095	RIPLEY COUNTY	SHRED PLUS
096	SALINE COUNTY	SHRED-PRO
097	SCHUYLER COUNTY	SHRED-PRO
098	SCOTLAND COUNTY	SHRED-PRO
099	SCOTT COUNTY	ADVANCED DATAGUARD SHREDDING
100	SHANNON COUNTY	SHRED PLUS
101	SHELBY COUNTY	SHRED-PRO
102	ST. CHARLES COUNTY	BROWN GERMANN ENTERPRISES DBA SHRED-IT
103	ST. CLAIR COUNTY	SHRED-PRO

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
104	ST. FRANCOIS COUNTY	SHRED-PRO
105	ST. LOUIS COUNTY	SHRED-PRO
106	ST. LOUIS CITY	SHRED-PRO
107	STE. GENEVIEVE COUNTY	SHRED-PRO
108	STODDARD COUNTY	SHRED PLUS
109	STONE COUNTY	SECURE SHRED
110	SULLIVAN COUNTY	SHRED-PRO
111	TANEY COUNTY	SECURE SHRED
112	TEXAS COUNTY	SECURE SHRED
113	VERNON COUNTY	SECURE SHRED
114	WARREN COUNTY	SHRED-PRO
115	WASHINGTON COUNTY	SHRED-PRO
116	WAYNE COUNTY	SHRED PLUS
117	WEBSTER COUNTY	SHRED-PRO
118	WORTH COUNTY	SHRED-PRO
119	WRIGHT COUNTY	SECURE SHRED

PRICING

BROWN GERMANN ENTERPRISES DBA SHRED-IT

Per Pound

Line Item	Weight Category	Original Contract Period <i>(Firm, fixed price per pound)</i>
001	0 - 500 lbs.	\$0.08
002	Over 500 lbs.	\$0.08

Minimum Charge

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
064	MACON COUNTY	\$22.00
065	MADISON COUNTY	\$22.00
102	ST. CHARLES COUNTY	\$0.00

Smallest Particle Size: 5/8" cross-cut. Will soon have 5/16" capabilities.

PRICING

SECURE SHRED INC

Per Pound

Line Item	Weight Category	Original Contract Period <i>(Firm, fixed price per pound)</i>
001	0 - 500 lbs.	\$0.12
002	Over 500 lbs.	\$0.12

Minimum Charge

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
009	BARRY COUNTY	\$93.06
010	BARTON COUNTY	\$50.00
025	CHRISTIAN COUNTY	\$49.94
037	DENT COUNTY	\$40.00
038	DOUGLAS COUNTY	\$87.78
050	HOWELL COUNTY	\$133.54
053	JASPER COUNTY	\$38.50
068	MCDONALD COUNTY	\$78.89
077	NEWTON COUNTY	\$52.58
081	OZARK COUNTY	\$80.08
109	STONE COUNTY	\$74.48
111	TANEY COUNTY	\$81.62
112	TEXAS COUNTYE	\$90.00
113	VERNON COUNTY	\$50.00
119	WRIGHT COUNTY	\$87.78

Smallest Particle Size: 5/8" nominal

PRICING

ADVANCED DATAGUARD SHREDDING, LLC

Per Pound

Line Item	Weight Category	Original Contract Period <i>(Firm, fixed price per pound)</i>
001	0 - 500 lbs.	\$0.10
002	Over 500 lbs.	\$0.09

Minimum Charge

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
013	BOLLINGER COUNTY	\$25.00
016	BUTLER COUNTY	\$25.00
020	CAPE GIRARDEAU COUNTY	\$0.00
083	PERRY COUNTY	\$0.00
099	SCOTT COUNTY	\$0.00

Smallest Particle Size: 1/8" x 1 1/2" crosscut

PRICING

SHRED PLUS INC

Per Pound

Line Item	Weight Category	Original Contract Period <i>(Firm, fixed price per pound)</i>
001	0 - 500 lbs.	\$0.11
002	Over 500 lbs.	\$0.11

Minimum Charge

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
022	CARTER COUNTY	\$50.00
039	DUNKLIN COUNTY	\$100.00
051	IRON COUNTY	\$50.00
071	MISSISSIPPI COUNTY	\$50.00
076	NEW MADRID COUNTY	\$40.00
079	OREGON COUNTY	\$100.00
082	PEMISCOT COUNTY	\$50.00
094	REYNOLDS COUNTY	\$100.00
095	RIPLEY COUNTY	\$50.00
100	SHANNON COUNTY	\$50.00
108	STODDARD COUNTY	\$30.00
116	WAYNE COUNTY	\$30.00

Smallest Particle Size: 5/16"

PRICING

SHRED-IT

Per Pound

Line Item	Weight Category	Original Contract Period <i>(Firm, fixed price per pound)</i>
001	0 - 500 lbs.	\$0.15
002	Over 500 lbs.	\$0.15

Minimum Charge

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
006	ANDREW COUNTY	\$65.00
011	BATES COUNTY	\$65.00
015	BUCHANAN COUNTY	\$45.00
024	CEDAR COUNTY	\$65.00
033	DADE COUNTY	\$65.00
059	LAWRENCE COUNTY	\$45.00

Smallest Particle Size: 1/2" crosscut shred

PRICING

SHRED-PRO, LLC

Per Pound

Line Item	Weight Category	Original Contract Period <i>(Firm, fixed price per pound)</i>
001	0 - 500 lbs.	\$0.10
002	Over 500 lbs.	\$0.10

Minimum Charge

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
005	ADAIR COUNTY	\$50.00
006	ATCHISON COUNTY	\$200.00
008	AUDRAIN COUNTY	\$0.00
012	BENTON COUNTY	\$25.00
014	BOONE COUNTY	\$0.00
017	CALDWELL COUNTY	\$200.00
018	CALLAWAY COUNTY	\$0.00
019	CAMDEN COUNTY	\$0.00
021	CARROL COUNTY	\$200.00
023	CASS COUNTY	\$50.00
025	CHARITON COUNTY	\$200.00
027	CLARK COUNTY	\$50.00
028	CLAY COUNTY	\$50.00
029	CLINTON COUNTY	\$50.00
030	COLE COUNTY	\$0.00
031	COOPER COUNTY	\$25.00
032	CRAWFORD COUNTY	\$0.00
034	DALLAS COUNTY	\$25.00

SHRED-PRO PRICING, continued

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
035	DAVIESS COUNTY	\$200.00
036	DEKALB COUNTY	\$200.00
040	FRANKLIN COUNTY	\$0.00
041	GASCONADE COUNTY	\$0.00
042	GENTRY COUNTY	\$200.00
043	GREENE COUNTY	\$0.00
044	GRUNDY COUNTY	\$200.00
045	HARRISON COUNTY	\$200.00
046	HENRY COUNTY	\$200.00
047	HICKORY COUNTY	\$25.00
048	HOLT COUNTY	\$200.00
049	HOWARD COUNTY	\$0.00
052	JACKSON COUNTY	\$50.00
054	JEFFERSON COUNTY	\$0.00
055	JOHNSON COUNTY	\$50.00
056	KNOX COUNTY	\$50.00
057	LACLEDE COUNTY	\$0.00
058	LAFAYETTE COUNTY	\$50.00
060	LEWIS COUNTY	\$50.00
061	LINCOLN COUNTY	\$0.00
062	LINN COUNTY	\$200.00
063	LIVINGSTON COUNTY	\$200.00
066	MARIES COUNTY	\$0.00
067	MARION COUNTY	\$0.00
069	MERCER COUNTY	\$200.00

SHRED-PRO PRICING, continued

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
070	MILLER COUNTY	\$0.00
072	MONITEAU COUNTY	\$0.00
073	MONROE COUNTY	\$25.00
074	MONTGOMERY COUNTY	\$0.00
075	MORGAN COUNTY	\$25.00
078	NODAWAY COUNTY	\$200.00
080	OSAGE COUNTY	\$0.00
084	PETTIS COUNTY	\$25.00
085	PHELPS COUNTY	\$0.00
086	PIKE COUNTY	\$0.00
087	PLATTE COUNTY	\$50.00
088	POLK COUNTY	\$25.00
089	PULASKI COUNTY	\$0.00
090	PUTNAM COUNTY	\$200.00
091	RALLS COUNTY	\$0.00
092	RANDOLPH COUNTY	\$25.00
093	RAY COUNTY	\$50.00
096	SALINECOUNTY	\$50.00
097	SCHUYLER COUNTY	\$50.00
098	SCOTLAND COUNTY	\$50.00
101	SHELBY COUNTY	\$50.00
103	ST. CLAIR COUNTY	\$200.00
104	ST. FRANCOIS COUNTY	\$0.00
105	ST. LOUIS COUNTY	\$0.00
106	ST. LOUIS CITY	\$0.00

SHRED-PRO PRICING, continued

Line Item	County	Original Contract Period <i>(Firm, fixed minimum charge)</i>
107	STE. GENEVIEVE COUNTY	\$0.00
110	SULLIVAN COUNTY	\$200.00
114	WARREN COUNTY	\$0.00
115	WASHINGTON COUNTY	\$0.00
117	WEBSTER COUNTY	\$0.00
118	WORTH COUNTY	\$200.00

Smallest Particle Size: 5/8" particle size